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### **LANDLORD OBLIGATIONS.**

As a form of contract, leases carry an implied duty of good faith. In addition to complying with terms of the lease, the landlord has the duty to supply possession of the premises and the tenant has the right of quiet enjoyment to use and enjoy the premises without disturbance. The landlord must disclose in writing at or before commencement of the tenancy, the name and address of the person authorized to manage the premises and to receive service of any notices from the tenant. For leases of dwelling units, whether they are written or oral, there is a warranty of habitability. Generally, this warranty imposes an obligation upon the landlord to comply with applicable building and housing codes affecting health and safety, keeping common areas clean and safe, maintaining all facilities and appliances supplied by the landlord in good and safe working order and condition, providing receptacles and removal of garbage and waste, and supplying hot and running water and heat. For single family dwellings, the landlord and tenant may agree that the tenant is to provide receptacles and removal of garbage and supply hot and running water and heat. The parties may also agree that the tenant is to perform specified repairs. For dwelling units other than single family units, the landlord and tenant may agree that the tenant is to perform repairs so long as the agreement is in good faith, is in writing, and the work necessary is not to cure any noncompliance with any statutory obligations of the landlord. Connecticut Statute 47A-6, 47a-7.

This is not a substitute for legal advice. An attorney must be consulted.